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**Exhibit 1-D**

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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead  
Case, No. 19-30088 (DM).*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11  
(Lead Case)  
(Jointly Administered)

**SUPPLEMENTAL DECLARATION OF  
MARK J. KAZMIEROWSKI IN SUPPORT OF  
SUPPLEMENTAL APPLICATION OF  
DEBTORS PURSUANT TO 11 U.S.C. § 327(a)  
AND FED. R. BANKR. P. 2014(a) AND 2016  
FOR AUTHORITY TO AMEND THE SCOPE  
OF THE RETENTION OF WILLIS TOWERS  
WATSON US LLC AS HUMAN RESOURCE  
AND COMPENSATION CONSULTANTS  
NUNC PRO TUNC TO NOVEMBER 19, 2019**

[No Hearing Date Requested]

Pursuant to 28 U.S.C. § 1746, I, Mark J. Kazmierowski, hereby declare as follows:

I am a Senior Director of the firm Willis Towers Watson US LLC f/k/a Towers Watson Delaware Inc. (“WTW”), with principal offices located at 345 California Street, Suite 2000, San Francisco, CA 94104 -2612.

I am duly authorized to make this supplemental declaration (this “**Supplemental Kazmierowski Declaration**”) on behalf of WTW. Unless otherwise stated herein, I have personal knowledge of the facts set forth herein.

I submit this Supplemental Kazmierowski Declaration (i) in support of the *Supplemental Application of Debtors Pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Amend the Scope of the Retention of Willis Towers Watson US LLC as Human Resource and Compensation Consultants Nunc Pro Tunc to November 19, 2019* (the “**Supplemental Application**”) and (ii) in compliance with the *Order Pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014(a) and 2016 Authorizing the Debtors to Retain and Employ Willis Towers Watson US LLC as Human Resource and Compensation Consultants Nunc Pro Tunc to the Petition Date* [Docket No. 3856] (the “**WTW Retention Order**”).<sup>1</sup>

On August 21, 2019, the Debtors filed the *Application of Debtors Pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Retain and Employ Willis Towers Watson US LLC as Human Resource and Compensation Consultants Nunc Pro Tunc to the Petition Date* [Docket No. 3649] (the “**WTW Retention Application**”). Thereafter, on September 10, 2019, the Bankruptcy Court entered the WTW Retention Order. Pursuant to the WTW Retention Order, the Debtors are required to seek Bankruptcy Court approval to the extent they request that WTW perform any service other than those set forth therein.

This Supplemental Kazmierowski Declaration is a supplement to my original declaration dated August 21, 2019 [Docket No. 3650] (the “**Kazmierowski Declaration**”) in connection with the retention of WTW as human resource and compensation consultants for PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession (collectively,

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Supplemental Application.

1 “PG&E” or the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). I hereby  
2 incorporate by reference the Kazmierowski Declaration as if its contents were set forth fully herein.

3 **Scope of Supplemental Services**

4 Following the Petition Date, the terms of certain of the Original Engagement Agreements expired  
5 and the Debtors have requested that WTW continue to perform services thereunder, pursuant to a new  
6 Statement of Work dated November 19, 2019 (the “Supplemental SOW”), attached hereto as **Exhibit**  
7 **1-D**. The Supplemental SOW will be performed subject to the Master Services Agreement number  
8 4400009506 (the “MSA”), which was attached as **Exhibit 1-B** to the Kazmierowski Declaration.

9 Pursuant to the terms and conditions of the Supplemental SOW, the Debtors seek to continue to  
10 retain WTW to provide, among other things, the following services:

- 11 a) Providing compensation consulting for the Debtors and their advisors;
- 12 b) Work with the Utility’s Board of Directors’ Compensation Committee,  
13 management, and advisors on competitive benchmarking, incentive  
14 design, and other related requests and analyses;
- 15 c) Provide services related to these Chapter 11 Cases, including the  
16 preparation of declarations, participation in depositions, provision of  
17 expert testimony, and meetings with the Utility’s management and  
18 advisors.

19 The Debtors also employ WTW in the ordinary course of their business entirely unrelated to the  
20 pendency of these Chapter 11 Cases and in the same manner and for the same or similar services as those  
21 conducted by WTW prior to the Petition Date. Such services include, but are not limited to, reporting  
22 services related to the Debtors’ retirement programs, services related to Debtors’ rewards programs,  
23 services related to the Debtors’ pension administration, services related to the review of worker’s  
24 compensation claims, pharmacy benefit management services, and audit services of leave and disability  
25 claim processes. These services are performed under terms and conditions set forth in distinct contract  
26 work authorizations by and between the Debtors and WTW, issued pursuant to the MSA, and are not the  
27 subject of this Supplemental Application and shall be continued in the ordinary course.

28 In addition to the foregoing, at the request of the Debtors, WTW may provide additional services  
deemed appropriate and necessary to benefit the Debtors’ estates. Should WTW agree in its discretion  
to undertake any such matter that is outside the services conducted by WTW in the ordinary course of

1 business and unrelated to the Chapter 11 Cases, WTW and the Debtors will seek additional separate  
2 retention orders with regard to any such additional agreements and the services provided therein will not  
3 be subject to the fee limit described below.

#### 4 **WTW's Disinterestedness**

5 To the best of my knowledge and based upon the results of the relationship search described  
6 above and disclosed herein, WTW neither holds nor represents an interest adverse to the Debtors' estates  
7 that would impair WTW's ability to objectively perform professional services for the Debtors, in  
8 accordance with section 327 of the Bankruptcy Code. To the best of my knowledge, WTW continues to  
9 be a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified  
10 by section 1107(b) of the Bankruptcy Code, in that WTW: (i) is not a creditor, an equity security holder,  
11 or an insider of the Debtors; (ii) is not and was not, within two years before the date of filing of these  
12 Chapter 11 Cases, a director, officer, or employee of the Debtors; and (iii) does not have an interest  
13 materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security  
14 holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or  
15 for any other reason. WTW has not provided, and will not provide, any professional services to any of  
16 the creditors, other parties-in-interest, or their respective attorneys and accountants with regard to any  
17 matter related to these Chapter 11 Cases.

#### 18 **No Duplication of Services**

19 It is my understanding that the Debtors intend that the services of WTW will complement, and  
20 not duplicate, the services being rendered by other professionals retained in these Chapter 11 Cases.  
21 WTW understands that the Debtors have retained and may retain additional professionals during the  
22 term of the engagement. WTW has worked and will continue to work cooperatively with such  
23 professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

#### 24 **Professional Compensation**

25 WTW will continue to apply to the Court for allowances and reimbursement of expenses in  
26 accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the  
27 Bankruptcy Local Rules, the United States Bankruptcy Court Northern District of California Guidelines  
28

for Compensation and Expense Reimbursement of Professionals and Trustees, effective February 19, 2014 (the “**Local Guidelines**”), the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the “**U.S. Trustee Guidelines**,” and together with the Local Guidelines, the “**Fee Guidelines**”), the Order Pursuant to 11 U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals [Docket No. 701] and any further Orders of the Court in these Chapter 11 Cases regarding professional compensation and reimbursement of expenses (the “**Orders**”). Subject to the provisions of the Bankruptcy Code, Bankruptcy Rules, the Bankruptcy Local Rules, the Fee Guidelines, and the Orders, the Debtors propose to continue to compensate WTW as contemplated in the Original Engagement Agreements on an hourly basis subject to the fee limit as described below.

#### Hourly Fees

Pursuant to the Original Engagement Agreements, WTW will charge the Debtors on a time and expense basis. Billing rates are evaluated periodically to ensure they are consistent with market practice and may change over time. The current hourly rates for the levels of personnel expected to work on this matter are as follows:

Position	Rate
Managing Director	\$1,000 - \$1,200
Senior Director	\$800 - \$1,000
Director	\$600 - \$800
Analyst / Other Associates	\$175 - \$615

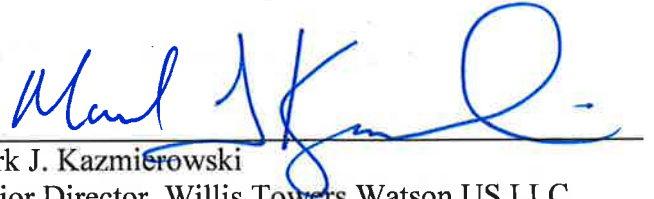
#### Fee Limits

In the Supplemental SOW, WTW has agreed to cap its fees payable at \$741,063.00. As of the date hereof, WTW has not received any payments pursuant to the Supplemental SOW. WTW recognizes and has agreed to accept as compensation such sums as may be allowed by the Court and understands that interim and final fee awards are subject to approval by the Court.

1 I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry,  
2 the foregoing is true and correct.

3 Dated January 21, 2020

4 /s/



Mark J. Kazmierowski  
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